

STAFFORD COUNTY SCHOOL BOARD

Agenda Consideration

TOPIC: Facility Use Agreement Between
Stafford County Public Schools
And The Stafford County Department
of Parks & Recreation

ITEM NO: 9B

PREPARED BY: Andre' A. Nougaret
Assistant Superintendent
for Support Services

MEETING: June 15, 2004
ACTION DATE: June 15, 2004

ACTION REQUESTED BY THE SUPERINTENDENT: That the School Board authorize the Superintendent to execute Facility Use Agreement with The Stafford County Department of Parks & Recreation for an initial duration of two years effective July 1, 2004.

KEY POINTS:

- ◆ Joint Committee formed in the fall of 2003 comprised of Stafford County Parks & Recreation administrators, High School Assistant Principals for Activities and Athletics and the Assistant Superintendent for Support Services to begin the process of developing a Facilities Use Agreement.
- ❖ Field Maintenance Sub-committee formed to include Director of Maintenance and Operations and Stafford County Parks & Recreation Facilities Superintendent.
- ◆ On February 10, 2004, in a joint meeting, early draft of agreement shared with The Stafford County School Board and The Stafford County Parks and Recreation Commission for comment.
- ◆ On May 20, 2004 final draft of agreement shared with The Stafford County Parks & Recreation Commission. Unanimous support given.
- ◆ Final draft of the agreement clearly defines user groups, field maintenance expectations and scheduling considerations. The integrity of the agreement will be maintained in large part by the principals during quarterly meetings to be held.
- ◆ On June 15, 2004 final draft of agreement to be shared with The Stafford County Board of Supervisors and The Stafford County School Board for approval.

SCHOOL BOARD GOAL:

Goal 5: Provide facilities that promote student learning and community support.

FUNDING SOURCE: N/A

AUTHORIZATION REFERENCE: N/A

FINAL DRAFT**FACILITY USE AGREEMENT BETWEEN
STAFFORD COUNTY PUBLIC SCHOOLS AND
THE STAFFORD COUNTY BOARD OF SUPERVISORS**

This document outlines the joint facilities agreement between the Stafford County Public Schools ("School Board") and the Stafford County Board of Supervisors ("County"). The School Board and the County recognize the benefit to Stafford County, which will result in the development of a joint agreement for the use of school and park facilities (see Attachment A) for education and recreation purposes. The intent of both parties is to provide maximum educational and recreational opportunities of the facilities, which will complement and support the needs of Stafford County. Recent and projected growth in Stafford County has increased the demand for new and expanded educational and recreational facilities. Joint use of the facilities provides citizens with better access and utilization of school buildings, athletic facilities, park and recreation areas, and avoids duplication of these facilities.

Periodically scheduling conflicts arise regarding the use of School and Parks and Recreation Department facilities and each party enters into this Agreement in order to establish priorities and procedures for using recreational and school facilities with little or no conflict. Procedures and guidelines for facility use shall be outlined and agreed upon by all parties.

I. Use of School Board Facilities

The County shall have first priority use of elementary, middle, and high school facilities (indoor and outdoor) after school programs have been scheduled and as can be reasonably accommodated. School programs, County co-sponsored groups, and other County user groups using school facilities shall be defined and updated on an annual basis (see Attachment B).

The County shall have accessibility to school facilities (indoor and outdoor) after school operating hours on weekdays during the school calendar year. When school facility use is required on non-teaching days, i.e., weekends, holidays, and summer vacation, reasonable accommodations shall be made. Regardless of timeframe, the County is responsible for providing qualified Recreation Facility Attendants during the use of any school indoor facilities. When utilizing outdoor school facilities the County will provide supervision through the use of roving Recreation Facility Attendants.

All requests for use of school facilities will be submitted by the County within a timely manner to ensure that school programs have received first priority. All school facility requests will be approved by the respective school principal via the Facility Use Application form (see Attachment C).

Once approved, every effort shall be made to avoid scheduling conflicts between school programs and County users.

In utilizing indoor facilities, the School Board shall provide heat and air conditioning when and where available.

II. Use of County Facilities

The School Board shall have first priority use of County facilities after the County's programs/activities have been scheduled and as can be reasonably accommodated.

Use of the Woodlands Pool shall be negotiated separately from this agreement with special considerations given to all school user groups.

All requests for use of County facilities will be submitted by the School Board within a timely manner to ensure that County programs/activities have received first priority. All facility requests will be approved by the respective Recreation Program Supervisor.

Once approved, every effort shall be made to avoid scheduling conflicts between County users and school programs.

The School Board is responsible for providing qualified supervision during the use of any County indoor facilities.

In utilizing indoor facilities, the County shall provide heat and air conditioning when and where available.

III. Fees and Charges

All fees and charges for the normal use of facilities, excluding Woodlands Pool, are waived between the parties hereto. The County shall continue their responsibility for covering expenses related to the lighting of ballfields utilized by County user groups.

IV. Facility Scheduling

All facility requests shall be put in writing utilizing the appropriate reservation forms. Applications for use should be made a minimum of eight weeks in advance to ensure proper scheduling. Applications for use of facilities from community groups or the general public will not be approved until after this time has expired. Applications for the fall season may be submitted beginning the preceding July 1st. Applications for the spring season may be submitted beginning the preceding November 1st. It is the intent of this agreement that the School Board and County shall have preferred status in the use of said facilities over other parties.

V. Maintenance Requirements

In general, maintaining of school property shall be the responsibility of the School Board. Maintaining County facilities shall be the responsibility of the County. The incidental and ordinary costs of making school sites available for County use (such as heat and air conditioning) or making County sites available for School Board use are deemed to be offsetting.

Direct costs incurred in making facilities available, which are over and above the incidental or ordinary shall be reimbursable by either party to the other. Reimbursable costs shall include, but are not limited to, repair of facility damage due to vandalism occurring during times a facility is in the control of the other party; direct costs of janitorial services required as result of the activity of the party; and special modifications/use of a facility which are required to be made to accommodate use by the other party. This final provision shall include use of School Board sites by County co-sponsored or user groups for activities beyond their normal scope of activities. This includes special events, tournaments and other similar activities. Both parties understand that this additional use is to result in compensation by the respective co-sponsored group and that said compensation could include either monetary reimbursement or in-kind services or supplies. This method of compensation shall be decided by the School Board on an individual case basis.

The County also agrees to continue providing field maintenance of School Board facilities utilized by County co-sponsored or user groups. This maintenance list shall be defined and updated on an annual basis (see Attachment D) utilizing a consensus reached at meetings held involving both School and County staff.

VI. Facilities and Equipment Use

The School Board and the County agree to share the use of facilities and equipment whenever possible. The School Board and County agree that each reserves a right of entry and inspection of facilities being used by the other at any reasonable time. The School Board shall allow, with prior approval, the use of small storage boxes at designated outdoor facilities for the storage of field maintenance and other athletic equipment by various County co-sponsored groups. These boxes shall be removed promptly by the respective co-sponsored group upon written request of the School Board. There shall be no liability incurred by the School Board or the County related to the theft, vandalism or other loss associated with these boxes.

VII. Cooperative Development of Recreational Facilities

The parties hereto, recognize the mutual benefit for the citizens of the County and agree to jointly undertake development of recreational facilities whenever possible. When such joint or cooperative development is proposed, the parties may enter into separate written agreements to provide details as to rights and obligations of the parties with respect to the development of said facilities. This cooperative development shall include consideration of possible recreation facilities in the design of future schools.

VIII. Insurance/Liability

In consideration of the agreement between the School Board and the County, both parties agree to indemnify and save harmless each other, their agents and employees, to the extent permitted by law, from claims arising out of either party's negligent use or maintenance as required herein, but only to the extent that such indemnification does not amount to a waiver of any governmental or sovereign immunity available to either party. If claims arrive involving negligence on the part of both School Board and County personnel, both parties to this agreement will work cooperatively in the defense or adjustment of such claims.

IX. Amendments and Modifications of this Agreement

The parties may amend this agreement by mutual consent. Attachments to this agreement may be reviewed and modified by the parties or their designees.

X. Agreement Review

A committee comprised of personnel representing both the School Board and the County shall meet on a quarterly basis to review this agreement and evaluate its effectiveness. Prior to these quarterly meetings, attendees will survey their respective users regarding any scheduling or coordination problems. Any issues or concerns either party has regarding this agreement shall be discussed and resolved during these meetings.

XI. Term/Duration

This agreement shall be for the duration of two years, beginning on the 1st day of July, 2004. The parties further agree that thereafter this contract shall be automatically renewed on a year-to-year basis unless one of the parties exercises its power to terminate the agreement as provided for below.

XII. Termination

The parties hereby agree that this contract may be terminated at any time by agreement of both parties when such agreement is evidenced by resolutions both of the School Board and the County.

XIII. Assignment

Neither party shall assign its use of the others facilities as hereinabove provided; however, either party may enter into agreements with other parties or agencies to permit the use of these facilities under the said party's supervision and control.

XIV. Non-Discrimination

The parties each agree that while in or upon the facilities of the other, that at no time shall it discriminate against any person on the grounds of race, religious affiliation, color, national origin, disability or age.

XV. Resolution (to be adopted by each party)

XVI. Execution

FINAL DRAFT

ATTACHMENT A- NEW

Parks & Recreation Facilities- FY 04

Aquia Landing
Carl Lewis Community Center
Courthouse Community Center
Curtis Memorial Park
Duff McDuff Green Memorial Park

Enon Community Center
Fritter Park
Little Falls Boat Landing
Stafford Gymnastics & Rec. Center
Willomere Park

Elementary School Facilities- FY 04

Falmouth Elementary School
Ferry Farm Elementary School
Garrisonville Elementary School
Grafton Village Elementary School
Hampton Oaks Elementary School
Hartwood Elementary School
Kate Waller Barrett Elementary

Moncure Elementary School
Park Ridge Elementary School
Rockhill Elementary School
Rocky Run Elementary School
Stafford Elementary School
Widewater Elementary School
Winding Creek Elementary School

Middle School Facilities- FY 04

Edward Drew Middle School
Benton Gayle Middle School
H.H. Poole Middle School

Stafford Middle School
Rodney Thompson Middle School
A.G. Wright Middle School

High School Facilities- FY 04

Brooke Point High School
Colonial Forge High School

North Stafford High School
Stafford High School

Other School Sites- FY 04

Bandy Field

Melchers Complex

FINAL DRAFT**ATTACHMENT B****Parks & Recreation & Co-Sponsored Groups- FY 04**

<u>Name of Group</u>	<u>When Using School Facilities</u>
Stafford Baseball League	March – July & August – November
Stafford Recreational Soccer League	March – July & August – November
Stafford County Parks & Recreation Basketball	October – March
Stafford County Parks & Recreation Football	August – November
Stafford County Parks & Recreation Softball	May – July

Other User Groups- FY 04

Highlander Wrestling	November – April
AAU Basketball	November – August
AAU Baseball	March – November
Stafford Soccer Club	March – November
Pop Warner Football	August – November

High School Athletic Programs- FY 04

<u>Program Name</u>	<u>Teams Sponsored</u>
Football	Varsity, JV, Freshmen
Basketball	Varsity, JV, Freshmen
Baseball	Varsity, JV, Freshmen
Softball	Varsity, JV, Freshmen
Wrestling	Varsity, JV
Gymnastics	Varsity
Track	Varsity
Field Hockey	Varsity, JV
Soccer	Varsity, JV
Tennis	Varsity
Cross Country	Varsity
Golf	Varsity
Swim	Varsity
Cheerleading	Varsity, JV, Freshmen
Lacrosse	Varsity, JV
Volleyball	Varsity, JV

School Booster-Sponsored Groups

* These are groups affiliated with the school that coordinate and sponsor activities that directly support that particular school and its students. Group activities may assist schools in funding projects, maintenance services, improvements to school facilities, or other activities that promote a positive public image for the school.

High School Non-Athletic Programs- FY 04

Dance- Varsity, JV

Yearbook

Band

Chorus

Forensic

National Honor Society

SCA

Classes- Senior, Junior, Sophomore, Freshmen

STEP

Newspaper

Orchestra

Drama

Debate

Literary Magazine

Academic Competition

Middle School Athletic Programs- FY 04

Football

Track

Softball

Basketball

Wrestling

Field Hockey

Middle School Non-Athletic Programs- FY 04

Yearbook

Band

Student Government

National Honor Society

FINAL DRAFT

Stafford County Parks & Recreation

Post Office Box 339

June 9, 2004
ATTACHMENT C
Stafford, VA 22555-0339**FACILITY USE APPLICATION**
(\$20 APPLICATION FEE REQUIRED UPON SUBMITTAL)

1. Name of Facility Requested _____
2. Activity date(s) _____ from _____ AM/PM to _____ AM/PM
3. Individual/Organization requesting use of facility _____
- _____ Street Address _____ City/State/Zip
- Phone: (Home) _____ (Office) _____
4. Type of Activity _____
5. Will you attend? Yes ___ No ___ If no, who will be in charge? _____ Name _____ Phone _____
6. Is organization non-profit? Yes ___ No ___ (If yes, please attach copy of IRS identification)
7. Is organization/activity sponsored/co-sponsored by Parks and Recreation? Yes ___ No ___
8. Does individual/organization have liability insurance coverage? Yes ___ No ___
Copy of Insurance Certificate must be attached. Coverage per person \$ _____ Total Coverage \$ _____

Insurer_____
Policy No.

Anticipated attendance _____

10. Requirements (specify)School Site

___ Auditorium
___ Gymnasium
___ Baseball Field
___ Soccer Field
___ Field Lights

Courthouse CC

___ Gymnasium
___ Room A
___ Room B
___ Room C
___ Football Field
___ Soccer Field
___ Track

Carl Lewis

___ Building
___ Baseball Field
___ Soccer Field

Curtis Park

___ Pool/Bathhouse
___ Shelters
___ Baseball Field
___ Soccer Field
___ Skate Park
___ Tennis Courts

Gym/Rec Center

___ Room C
___ Room D
___ Room LA
___ Room UA
___ Room UB
___ Gymnasium Team
___ Gymnasium Class

___ Other, specify _____

11. Will alcohol be served? _____ (Alcohol is prohibited at Aquia Landing)

12. Will you use any outside vendors for catering, games, etc? _____

13. Comments: _____

The undersigned certifies that he/she is familiar with and will abide by current Stafford County Parks and Recreation policies and procedures, the Stafford County Public Schools' Community Use Policy, and the requirements for users. The undersigned shall be held liable for any and all damages to School Board property by user and for the prompt and proper settlement of claims for such damages and agrees to pay applicable fees set forth. Unless agreed upon in writing by the Director of Parks and Recreation, the undersigned shall be responsible for cleanup and care of equipment and facilities used, including School facilities. Failure to do so will result in forfeiture of deposit, paying a penalty and denial of future use.

Signature_____
Position_____
Date_____
Please print your name above

(over)

OFFICE USE

TYPE OF GROUP _____

SCHOOL (if applicable)

Principal's Signature	Approved	Disapproved	Date

PARKS & RECREATION

Division Supervisor's Signature	Available	Unavailable	Date

Facilities Superintendent's Signature	Available	Unavailable	Date

Director's Signature	Approved	Disapproved	Date

COMMENTS /FEES

ALL FEES ARE DUE WITHIN 7 DAYS OF DEPARTMENT APPROVAL. FEE DUE DATE _____

FINAL DRAFT**ATTACHMENT D****School Field Maintenance Provided By Parks and Recreation & User Groups****Parks and Recreation Maintenance Provided FY 04 – 55 Field Sites**Elementary School Sites-

Falmouth (1-Baseball, 1-Soccer), Ferry Farms (1-Baseball, 1-Soccer), Garrisonville (2-Soccer), Grafton (1-Baseball, 1-Soccer), Hampton Oaks (1-Baseball, 1-Soccer), Hartwood (1-Baseball, 1-Soccer), Stafford (1-Baseball, 1-Soccer), Widewater (1-Baseball, 2-Soccer)

Tasks Provided On Fields Utilized By The DepartmentWhen Done

Aerate, Seed And Fertilize Soccer & Baseball Fields

Fall

Provide Mix, Rough Grade & Fine Grade Infields

As Needed Each Winter

Overseed Athletic Fields

As Needed Each Spring

Fence & Backstop Repairs- Pay Most Of Costs Involved
On Smaller Projects & Half Of Cost On Larger Projects

As Needed

Repair And Maintain Lighting Fixtures At
Garrisonville & Widewater

As Needed

Drag Infields, Set Bases & Line Fields

As Needed For Games/Practices

Litter Control Around Ballfield Sites

As Needed After Games/Practices

Mow Athletic Fields & Nearby Areas

Approximately Every 10 Days During
Growing Season

Middle School Sites- (Includes Melchers & Bandy)

Drew (1-Softball, 1-Football/Soccer Combo), Gayle (1-Softball, 1-Football, 1-Football/Soccer Combo), Poole (1-Baseball, 1-Football, 1-Football/Soccer Combo, 1-Soccer), Stafford (1-Softball), Thompson (1-Baseball, 2-Softball, 1-Football/Soccer Combo), Wright (2-Softball, 1-Football/Soccer Combo, 2-Soccer), Melchers (1-Softball, 1-Football/Soccer Combo, 1-Soccer), Bandy (1-Soccer)

Tasks Provided On Fields Utilized By The DepartmentWhen Done

Aerate, Seed And Fertilize Soccer, Football & Baseball Fields

Fall

Provide Mix, Rough Grade & Fine Grade Infields

As Needed Each Winter

Overseed Athletic Fields

As Needed Each Spring

Fence & Backstop Repairs- Pay Most Of Costs Involved
On Smaller Projects & Half Of Cost On Larger Projects

As Needed

Repair And Maintain Lighting Fixtures At Melchers

As Needed

Drag Infields, Set Bases & Line Fields	As Needed For Games/Practices
Litter Control Around Ballfield Sites	As Needed After Games/Practices
Mow Athletic Fields & Nearby Areas	Approximately Every 10 Days During Growing Season

High School Sites- (Only Fields Are Baseball Or Softball)

Brooke Point (1-JV Girls, 1-Varsity Girls, 1-JV Boys, 1-Varsity Boys), Colonial Forge (1-JV Girls, 1-Varsity Girls, 1-JV Boys, 1-Varsity Boys), North Stafford (1-JV Girls, 1-Varsity Girls, 1-Varsity Boys), Stafford (1-JV Girls, 1-Varsity Girls, 1-JV Boys, 1-Varsity Boys)

Tasks Provided On Fields Utilized By The Department

Aerate, Seed And Fertilize Soccer & Baseball Fields

Provide Mix, Rough Grade & Fine Grade Infields

Overseed Athletic Fields

Fence & Backstop Repairs- Pay Half Of Costs Involved On Any Projects

Drag Infields, Set Bases & Line Fields

Litter Control Around Ballfield Sites

Mow Athletic Fields & Nearby Areas

When Done

Fall- Upon Request By Athletic Director

Rotating Basis Every 2 Years

As Needed Each Spring- Upon Request By Athletic Director

As Needed

As Needed For Games/Practices

As Needed After Games/Practices

Approximately Every 10 Days During Growing Season

Parks and Recreation User Group Maintenance Currently Provided

Tasks Provided On Fields Utilized By User Groups

Rake And Repair Infield, Batter's Box, Pitcher's Mound, Inspect Turf For Damage, Repair Turf Damage & Put Covers On Mound And Home Plate Areas At Baseball/Softball Fields

Clean Up Trash, Dugouts, Sidelines, Concession Stands & Perimeter Parking Lot Area At All Field Sites

Remove Standing Water From Field With Pump/Wet-Dry Vac & Adding Quick-Dry Solution At Baseball/Softball Fields

Responsible To Replace/Repair Any Items Which Were Operable Prior To Their Season At All Field Sites

When Done

After Each Practice/Game

After Each Practice/Game

As Needed

As Needed

It is the goal of Parks and Recreation User Groups to maintain fields so that they are left in the same or better condition than what they were found.

**A RESOLUTION TO AUTHORIZE THE SUPERINTENDENT
TO EXECUTE A FACILITY USE AGREEMENT WITH
THE STAFFORD COUNTY PARKS AND RECREATION DEPARTMENT**

WHEREAS, the Department of Parks and Recreation utilizes school facilities for parks and recreation programs; and

WHEREAS, schools provide athletic fields, gymnasiums, and other facilities for parks and recreation and community use; and

WHEREAS, the County and schools desire to have a joint Facility Use Agreement for the use of these facilities; and

WHEREAS, at a meeting on May 20, 2004, the Parks and Recreation Commission reviewed and endorsed the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Stafford County School Board on this the 15th day of June, 2004, that the Superintendent is authorized to execute a Facility Use Agreement with the Stafford County Parks & Recreation Department for an initial duration of two years effective July 1, 2004.

Approved by the School Board, June 15, 2004

Chairman, Stafford County School Board

Clerk, Stafford County School Board